



**REQUEST FOR QUALIFICATIONS (RFQ)**  
***TREE REMOVAL SERVICES DPW0501***

**County of San Bernardino  
Flood Control District  
825 East Third Street  
San Bernardino, CA 92415-0835**

***February 2006***

# TREE REMOVAL SERVICES

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## I. INTRODUCTION

The County of San Bernardino Department of Public Works has been charged with administering and supervising the emergency removal of dead, dying, and diseased trees, resulting from the bark beetle infestation.

The Department plans to utilize contractors to provide Tree Removal Services on large parcels of private land (Large Parcels), smaller, individual and or residential parcels organized into blocks (Residential Blocks), and emergency tree removals, to assist with fire hazard abatement in the County's national forest areas.

**A. Purpose.** The County of San Bernardino Department of Public Works, hereafter referred to as the "County", is seeking qualifications from interested firms to provide Tree Removal Services throughout Wrightwood, Crestline, Lake Arrowhead, Running Springs, Big Bear, Forest Falls/Angelos Oaks, Lytle Creek, Oak Glen, Mt. Baldy and the surrounding communities. Vendors capable of providing Tree Removal Services on either Large Parcel or Residential Block projects may participate in this Request for Qualifications (RFQ).

Vendors submitting qualifications in response to this RFQ will hereafter be referred to as "Applicants". This RFQ is being released to identify, pre-qualify, and create a list of tree removal vendors, hereafter referred to as "Vendors", who will be authorized to bid to supply Tree Removal Services to specific sites as jobs are scheduled, or to be called into service as emergencies occur.

The County does not guarantee any minimum amount of work or any work at all.

**B. Process.** The RFQ shall remain open and in effect from April 1, 2006 to March 1, 2007. Applications shall be evaluated and successful Applicants added to the Tree Removal Vendor List according to the schedule noted in the Application Timeline (Section I, H).

It is anticipated that once the initial evaluation process is conducted and a Tree Removal Vendor list is created, applications from vendors not on the list will be received and evaluated in accordance with the schedule noted in the Application Timeline (Section I, H). Once on the Tree Removal Vendor List, Vendors need not submit quarterly applications.

As projects are scheduled to be performed, a Request for Bid will be sent to the Large Parcel and or Residential Block Vendors on the Tree Removal Vendor List. The successful bidder will be required to enter into a contract with the County. Successful bidders who enter into a contract with the County will hereafter be referred to as "Contractors".

Contractors are not guaranteed to remain on the Tree Removal Vendor List in the event unsatisfactory work is performed on County tree removal contracts.

**C. Tree Removal Vendor List.** The Vendor list will contain those vendors that meet the requirements of Section I, D, perform contract work to the satisfaction of the County per Section III and be in good standing. The County is satisfied when Contractors start jobs promptly and works expeditiously until completed, within the boundary of the project, with minimal damage to the environment or private property. Any damage must be repaired quickly. Removal from the list may also result from default on a contract (Section III, B), safety violations, disqualification per Section III, B, D or E, and Inaccuracies per Section VI, A 20. The Vendor will remain active until a new list is received and re-issued per Section H of this section, Application Timeline or until a formal notice is issued by the County.

At a minimum, good standing shall be based upon:

- Vendor's history of starting and completing projects by contract start and completion dates;
- Vendor's history of complying with the California Forest Practices Act as well as contractual criteria stated forth in the Contract for Tree Removal Services;
- Vendor's history of being cooperative and providing necessary documentation to County when necessary and/or requested;

- Vendor's history of responsiveness to property owner complaints and ability to repair property owner damages when necessary in a timely manner.

**D. Minimum Applicant Requirements.** All Applicants must:

1. Have no outstanding or pending complaints filed with the State Contractor License Board (if applicable), the State Board of Forestry (if applicable); or not have been debarred or found non-responsible by the County of San Bernardino or any other federal, state, or local governmental agency. If the Applicant, or any principal, partner, officer or responsible managing officer of the Applicant, or if any principal, partner, officer or responsible managing officer of another entity or organization that has been debarred or found non-responsible as described herein, then this provision is applicable.
2. Have a valid business license in the Applicant's own name (or other proof of valid business).
3. Have a current, valid qualifying Tree Service license:
  - California Contractor's License C61/D49
  - Limited Timber Operator B License, and or
  - Licensed Timber Operator A.

Please note that a specific license may be required for a particular project. Contractors must maintain a valid license during any time work is performed pursuant to a Contract with the County.

4. The successful bidder (Contractor) will be required to furnish a Faithful Performance Bond equal to the following percent of each contract price:

Project Total	(Percentage of Project Total)
Up to \$50,000	0%
\$50,001 to \$100,000	10%
\$100,001 to \$150,000	15%
Greater than \$150,000	100%

Upon approval by County, the Contractor may elect to provide a Letter of Credit in lieu of a Faithful Performance Bond for any project having an original contract price of \$150,000 or less. The Letter shall conform to the same conditions and criteria as the Bond. The form and substance of said Letter and/ or Bond must be approved by the County. Emergency work contracts do not require bonding.

5. Have required insurance in force
6. Have a minimum of 2 years experience performing the work applicable to this RFQ.
7. Meet participation requirements listed in this RFQ.

**E. Correspondence.** All correspondence, including responses to the RFQ, is to be submitted to:

**County of San Bernardino**  
**DPW – Hazardous Tree Removal Operations**  
**ATTN: Erwin Fogerson, P.E.**  
**P.O. Box 130 HT, 301 South State Hwy. 173**  
**Lake Arrowhead, California 92352**  
**(909) 337-7106 Fax**

**F. Application Submission Deadline.** All applications must be received at the address listed above as specified in Section I, H...

Facsimile or electronically transmitted applications will not be accepted since they do not contain original

signatures. Postmarks will not be accepted in lieu of actual receipt. Applications received after the applicable deadline will not be considered until the subsequent quarterly cycle.

- G. Questions.** Questions regarding the contents of this RFQ must be submitted in writing on or before **deadlines specified in Section I, H**, will apply and the questions must be directed to the individual listed in Section I, E. All questions submitted will be answered collectively at **Vendor Meetings located at Station 91, 301 South State Hwy. 173, Assembly Room**. Questions submitted and the related answers will be posted to the County website listed below on or before 5:00 PM within one week of the vendor meeting. Questions will not be accepted after the deadlines for questions for a specific quarter.

[www.sbcounty.gov/purchasing](http://www.sbcounty.gov/purchasing) then click on "Request for Proposals"

As of the issuance of this RFQ, Vendors are specifically directed not to contact County personnel for meetings, conferences or technical discussions outside those scheduled in Section I, H, and related to a pending application deadline. Failure to adhere to this policy may result in disqualification of the Applicant.

All questions regarding the RFQ during a particular quarterly cycle can be presented in writing as indicated above.

- H. Application Timeline.** The County reserves the right to change any of these dates. Any changes will be communicated in writing. Applications will be evaluated from March 17, 2006 to March 1, 2007; however, Vendors will be added to the Tree Removal Vendor List on a quarterly basis.

Tentative RFQ release date: February 15, 2006				
Quarter	Quarterly Application Deadline at 2:00 PM	Addition to Tree Removal Vendor List	Deadline for Questions at 12:00 PM	Vendor Meeting at 6:00 PM
2Q2006	March 17, 2006	April 1, 2006	March 13, 2006	March 2, 2006
3Q2006	June 1, 2006	July 1, 2006	May 4, 2006	May 4, 2006
4Q2006	September 1, 2006	October 1, 2006	August 3, 2006	August 3, 2006
1Q2007	December 1, 2006	January 1, 2007	November 2, 2006	November 2, 2006
2Q2007	March 1, 2007	April 1, 2007	February 1, 2007	February 1, 2007

Subsequent applications from previously rejected Applicants shall not be accepted for a period of one (1) year from the deadline of the rejected application.

## II. RFQ CONDITIONS

- A. Contingencies.** This RFQ does not commit the County to add a Vendor to the Tree Removal Vendor List or to award a contract. The County reserves the right to waive any immaterial irregularities in an application.

This RFQ is contingent upon the availability of grant funding from the Natural Resources Conservation Services and, therefore, may be terminated at any time by the County Board of Supervisors.

- B. Modifications.** The County reserves the right to issue addenda or amendments to this RFQ.
- C. Application Submission.** To be considered, all applications must be submitted in the manner set forth in this RFQ. It is the Applicant's responsibility to ensure that its application arrives on or before the specified time.
- D. Participation.** Other County Departments, Districts, and other local government agencies may participate in the use of the qualified pool of contractors to be established by this RFQ process. Other local government agencies would enter into independent agreements with the Vendors on the Tree Removal Vendors List.

- E. Incurred Costs.** This RFQ does not commit the County to pay any costs incurred in the preparation of an application in response to this request, and Applicants agree that all costs incurred in developing this application are the Applicant's responsibility.
- F. Negotiations.** The County may require potential Contractors to participate in negotiations including, but not limited to, price, technical, or other matters for discussion required for award.
- G. Acceptance or Rejection of Applications.** The County reserves the right to accept or reject any or all applications if the County determines it is in its own best interest to do so. The County will notify all Applicants, in writing, if all applications are rejected.
- H. Award.** The County realizes that conditions other than price are important and reserves the option to make award(s) based on the bid that best meets the needs of, and is in the best interest of the County.
- I. Final Authority.** The final authority to award a contract rests solely with the Director of the Department of Public Works.

### III. PARTICIPATION REQUIREMENTS

Participation in this RFQ requires that tree removal work meet the following requirements.

- A. Scope of Work.** Tree Removal Services, for the purpose of this RFQ, includes the felling, removal and disposal of dead, dying, and diseased trees; and, the placement and or installation of products and materials, as needed, to prevent erosion and/or displacement of sediment.

Services shall be performed on Large Parcel and Residential Block projects. Large Parcel projects require a Licensed Timber Operator A license. Projects on Residential Blocks can be performed by Vendors with a California Contractor's License C61/D49 or Limited Timber Operator B, and may require a Licensed Timber Operator A, at the discretion of the County. In situations in which an eminent emergency is declared by a district fire chief, rapid mobilization is required to remove trees within a 24-hour time period. Emergency tree removals can be performed by Vendors with either the Licensed Timber Operator A, Limited Timber Operator B, or California Contractor's C61/D49 license.

Tree Removal includes, but is not limited to:

1. TREE FELLING OPERATIONS FOR NATURAL RESOURCES CONSERVATION SERVICE (NRCS) MARKED TREES
  - a. Trees identified for felling operations shall be marked, or in some manner designated by the County and NRCS.
  - b. Felling operations shall be carried out in a safe and professional manner. Such operations shall be performed in conformance, and consistent, with applicable portions of the current California Forest Practice Rules. In the event of a conflict between this specification and the current California Forest Practice Rules, the most stringent criteria shall apply. The Contractor shall obtain all licenses, permits, and approvals required to perform the work.
  - c. In areas where equipment access is restricted by the current California Forest Practice Rules, the felling of marked and County approved trees shall occur in such a manner as to orient the boles perpendicular to the contour if the boles are not to be removed.
  - d. Trees shall be removed such that the remaining stumps extend no higher than 8 inches above the ground surface, measured on the side adjacent to the highest ground level except where safety, embedded metal, or non-merchantable wood make this impractical.
2. TREE FELLING OPERATIONS FOR NON-MARKED TREES
  - a. In some designated treatment areas trees to be felled and removed will not be marked by the

Government. These treatment areas will be designated in the drawings, and stakes, flags, or other suitable methods will be used to mark the work area limits.

- b. Contractor shall not work or operate outside the work area limits unless written permission from the effected property owner(s) is submitted and accepted by the County. Streamside Management Zones (Watercourse and Lake Protection Zones), riparian areas, and other sensitive or unusual areas will be marked by suitable flagging.
- c. All unmarked live trees shall be left standing and not harmed unless otherwise specified or approved by the County as specified in Request for Bid. Contractor's marking and identification operations shall comply with all applicable portions of the current California Forest Practice Rules.

### 3. TREE DISPOSAL

- a. Felled and down trees, and substantially damaged vegetation shall be limbed, bucked, or chipped. All woody material resulting from Contractor's operations, except for wood chip mulch, shall be removed from the work area of felling unless otherwise specified.
- b. Disposal of this material shall be in accordance with all applicable rules, regulations, ordinances, and laws. Disposal alternatives or sites may include but are not limited to: sawmills, recycling centers, firewood lots, wood grinding sites, or other locations where the materials will not add to the community fire hazard or serve as brood material for bark beetles. Contractor is responsible for all costs and fees resulting from handling, transporting, and disposing of all removed material. Contractor shall under no circumstances dispose of debris or slash from locations beyond project boundaries onto project location; however, under the direction of NRCS and the County, Contractor may import mulch material to the project site for purposes of erosion control.
- c. Disposal of all felled and down trees, and substantially damaged vegetation, shall be carried out in a safe and professional manner. This operation shall be performed in conformance, and consistent, with applicable portions of the current California Forest Practice Rules, except as modified herein. Contractor shall obtain all licenses, permits, and approvals required to complete the work.
- d. Unless otherwise specified, Contractor shall not relocate, remove, spread, or chip existing piles of processed (such as sawed, handled, stacked) logs, trees, stumps, slash, or decaying logs and debris. Naturally occurring down trees and associated slash shall be removed unless down trees are embedded in the soil and cannot be removed without soil disturbance. All exposed limbs from down and embedded trees shall be removed.
- e. Wood chip mulch shall not be spread into or allowed to remain in watercourses where subsequent rainfall and runoff would move the mulch into the receiving watercourse. Wood chip mulch shall be evenly spread on bare soil areas for erosion control. The depth of wood chip mulch shall be as specified in Section III, A3, I, and based on distance to buildings or structures.
- f. If the property owner requests that some or all of the boles remain on his or her property, the Contractor, at the direction of the County and in accordance with California Forest Practice Rules, shall designate the location where the specific trees and material will be stacked. Only dead boles free of insect and beetle infestations shall remain on the property. Property owner must submit written request to County before material can remain on property.
- g. Contractor shall inform the County of the planned methods of woody material utilization and disposal. To the extent possible, removed woody material shall be marketed and utilized.
- h. In areas where tractor or other heavy equipment operation is not restricted by the current

California Forest Practice Rules, all woody material shall be removed or chipped and spread.

- i. Lop and scatter treatment will only be considered in rare instances where no other removal and disposal method is available and only in areas where soils exist with limited to no existing surface fuel component and dead trees are few and widely spaced.

Contractor may not dispose of or store slash from another location to the project site for lop and scatter purposes or any other purpose; however, under the direction of NRCS and the County, Contractor may import mulch material to the project site for purposes of erosion control.

Lop and scatter treatment of felled and down trees shall consist of the bucking, lopping, and scattering of all materials resulting from the Contractor's logging operation. Boles shall be bucked and oriented perpendicular to the contour. Limbs with a large end diameter greater than 4 inches shall be scattered and bucked such that limbs do not touch boles or other limbs and are oriented perpendicular to the contour. All materials resulting from the Contractor's lopping operation shall be scattered in such a manner as to create as low a fire risk as possible and shall not be placed under ladder fuels. The scattered materials shall not project higher than 12 inches above the ground. The remaining materials shall conform to fire safety guidelines and be in conformance with all applicable rules, regulations, ordinances, and laws.

- j. All wood products from the property may be sold, bartered, traded, converted to firewood, or any other method to put them to productive use. Removal to a County disposal site should be the last option.
- k. County RPF or designee will review all phases of the tree removal operation concurrently. In addition, the California Department of Forestry and Fire Protection will inspect all operations performed on this property for compliance with the current California Forest Practice Rules.
- l. The Contractor shall minimize the disturbance of the needle and duff layer to reduce erosion potential. Removal of material resulting from the Contractor's operations shall be as follows:

Distance between material and closest building / structure	Required Removal & Woodchip Mulch Depths
Up to 10 feet	All debris needles, leaves, and slash shall be removed
Between 10 and 30 feet	Materials shall be removed except that a layer of duff, needles, leaves, and wood chip mulch shall remain with a thickness of no more than two (2) inches
30 feet or more	Materials shall be removed except that a layer of duff, needles, leaves, and wood chip mulch shall remain with a thickness of no more than four (4) inches

#### 4. EROSION CONTROL METHODS

- a. Erosion control work, including backblading, skids trails and landings to remove berms, installation of water bars, and spreading chips must be performed and started immediately after tree removal, and must be completed ahead of any forecasted rainfall. When fall and winter operations are anticipated, erosion control must be performed as skidding progresses.
- b. Adherence to the NRCS Erosion and Sediment Control Specifications, as follows:

To the greatest extent possible, Contractor shall minimize the disturbance to the needle and duff layers in order to reduce the potential for erosion.

All exposed, bare soil areas greater than 10 ft. from the closest building or structure will be treated by the Contractor through the application of wood chip mulching as described in



Section III, A3, I. The wood chipper, masticator, woods mower, or flail shall be used close to areas of soil disturbance to create wood chip mulch which can be used to control dust and prevent erosion. Wood chip mulch shall be uniformly distributed over the exposed areas resulting in a 2 to 4 inch thick layer after final placement.

After felling and removal of boles and large limbs, disturbed soil shall be dressed to a reasonably smooth and firm surface. This shall be accomplished using hand rakes, shovels, or an equipment blade to back-drag the area. If the volume of wood chips is not sufficient to cover all exposed areas, certified weed free straw mulch may be substituted. Mulch will be placed to a minimum depth of 2 inches and will then be either crimped by tracked equipment or hand tugged by shovel to a depth of at least 4 inches or covered with biodegradable netting to reduce the chance of wind removal of the mulch.

Skid trails shall be worked across slope (along the contour) to the extent possible in order to avoid creating areas where runoff flow can concentrate. Skid trails, landings, and access roads created or improved by the Contractor while completing the specified work shall be either obliterated or smoothed. Access roads that are to remain after the completion of this work shall be left in a condition that is passable by a two wheel drive pickup truck and shall include water bars as specified in the current California Forest Practice Rules. Access roads that are closed after contract completion shall be treated as a skid trail and mulched with 2 to 4 inches of wood chip mulch. If sufficient wood chip mulch is not available the water bars shall be spaced close enough to prevent erosion.

From October 15 to May 1, all tractor operations shall only be performed during dry, rainless periods where the soils are not saturated, in compliance with the California Forest Practices Act, Section 895.1.

From October 15 to May 1, all erosion control structures shall be installed on all skid trails and tractor roads prior to the end of the day if there is a chance of rainfall 30% or greater, prior to shutdown periods.

Waterbars shall be constructed on all skid trails, landings, and closed access roads to control runoff and prevent erosion.

#### Waterbar Construction and Maintenance:

- 1) Waterbars shall be constructed in a manner that intercepts all flow across the entire exposed slope from the upper cutbank end and extend beyond the lower shoulder end of the skid trail, landing or closed road.
- 2) Waterbars shall be constructed with a diagonal angle from perpendicular to the road of at least 30 degrees on trail gradients of 10 percent or less and at least 45 degrees on gradients greater than 10 percent.
- 3) Waterbars will be graded to achieve an unrestricted, open outlet with an outslope of 3 to 5 percent and an overall height of at least 18 inches from the excavated bottom to the top of the embankment material.
- 4) Waterbars will be cut a minimum of 9 inches into a firm surface and shall have a continuous firm embankment at least 9 inches in height immediately adjacent to the lower edge of the cut.
- 5) Waterbar outlets will discharge onto the downhill side on a stable slope in a manner that dissipates energy by the use of suitable materials such as large rocks, perennial vegetation, or wood debris less than four inches in height.
- 6) Distances between waterbars will not exceed the following:

Trail/Road Slope Gradient (%)	Distance Between Waterbars (ft)
≤ 10	100
11-25	50
> 25	25

If any of these specifications increase the potential for erosion, please contact the County RPF for a determination on a conditional waiver of the requirements.

#### 5. RESTRICTED EQUIPMENT OPERATION

- a. In areas where tractor or other heavy equipment operation is restricted by the current California Forest Practice Rules, all woody material shall be removed or chipped and spread unless the County approves a request by Contractor to allow Lop and Scatter as described in Scope of Work, Section III, A3, i.
- b. To facilitate the removal of woody material, Contractor shall consider using smaller specialized equipment, limiting his trips into and out of the area, strategically placing a small chipper, cable yarding, in-line cabling, cranes, helicopter logging and any other similar method to remove and dispose of felled and down trees.
- c. In the restricted areas, the Contractor shall minimize the disturbance of the needle and duff layer to reduce the erosion potential. The distance and debris thickness requirements as described in Scope of Work, Section III, A3, I, apply within 100 feet of the closest building or structure.
- d. After felling and removal of boles and large limbs, disturbed soil shall be dressed to a reasonably smooth and firm surface as described in Scope of Work, Section III, A4, b.
- e. In the restricted areas, in lieu of the removal of, or the chipping and spreading of the woody material generated, the Contractor may request from the County acceptance of alternative treatments of woody materials. The County will make a site-specific determination to either approve or deny this request after considering the difficulty in removing woody material from the site and the wildfire threat to adjacent improvements such as buildings, structures, roads, streets, public trails, camp grounds, or similar construction.

#### 6. GENERAL SPECIFICATIONS

- a. Upon notification of award of bid on a Large Parcel project, Contractor shall submit a site plan to the County within 14 days of bid acceptance. The Contractor shall not commence work until the County has approved the site plan.
- b. The large parcel site plan shall be signed by a Registered Professional Forester (RPF) and show planned ingress and egress, staging areas, roads, logging decks, tractor roads (skid trails), watercourse crossings including number, type and location and other pertinent information on how the work will be accomplished. The RPF shall flag all roads and tractor roads, landings, watercourse crossings and water lake protection zones (WLPZ's) and equipment limitation zones (ELZ's) or other pertinent features.

The site plan shall include the location and methods used to minimize ground disturbance by wheel or track equipment at watercourse crossings, along with a tree count of all trees to be cut that exceed 6 inches in diameter. Wheel and track equipment shall cross drains on the contour and shall lift and carry the leading end of large boles across the watercourse. Wheel and track equipment shall not travel up or down watercourses or enter sensitive or unusual areas, such as Streamside Management Zones (Watercourse or Lake Protection Zones), riparian areas, etc., except as stated in the approved plan.

The site plan shall include methods to be used for tree felling and removal in Streamside

Management Zones (Watercourse or Lake Protection Zones), riparian, sensitive and unusual areas as well as methods for tree felling and removal around the different type structures, utilities, and roadways that will be encountered.

Contractor is required to submit an amended site plan in the event of a change due to environmental factors or unforeseen events. Site plan changes require a RPF signature on the amended site plan and an immediate submittal to the County for approval. No contract adjustments will be considered until after an amended site plan is submitted to and approved by the County.

- c. On all projects, trees shall not be cut to fall on property owned by another, except where damage to high value improvements could occur by falling trees inside the property and where written authorization is received from the affected property owner to enter the adjoining property.
- d. Property corners, brass caps and other survey markers must be protected. Utility corridors including power lines, gas lines, water lines and sewer lines must be protected. These corridors must be clearly marked before felling starts. The County will not be liable for damage to any utility owned improvements damaged by the Contractor.
- e. The Licensed Timber Operator (LTO) is responsible for avoiding impacts to cultural resources, according to California Forest Practices Rules.

The LTO or a designated representative may review the available data for this site by contacting the County RPF. During the performance of work under this contract, if previously unidentified archeological or historic sites are encountered, the Contractor shall discontinue work in the general area of the discovered sites and notify the County RPF immediately. Work shall be suspended in that area until appropriate action has been completed by the County RPF.

- f. The LTO is responsible for avoiding impacts to threatened and endangered species and species of concern, according to California Forest Practice Rules.

The LTO will consult with the County RPF for actions to be taken or avoided if such a species is encountered during completion of work under this contract.

- g. All coniferous stumps exceeding 12 inches in diameter resulting from this work shall be treated in compliance with labeled directions within four hours of creating the stump with a Sporax product licensed with the California Department of Pesticide Regulation (DPR) for the use of controlling the spread of annosus root disease. The treatment will not be used within 25 feet of lakes, Class I or II watercourses as defined by the California Forest Practices Act, or other areas where surface water is present. It will also not be applied in areas in which it might injure threatened or endangered species, as identified by the Contract Compliance Officer or County RPF.
- h. Sporax shall be dusted on the coniferous stumps greater than 12 inches in diameter within 4 hours of cutting. The treatment will not be used within 25 feet of lakes, Class I or II watercourses or other areas where surface water is present. It will also not be used in areas identified by the Contract Compliance Officer or County RPF where it might injure threatened or endangered species. All skid trail locations shall be clearly designated ahead of the felling operation.
- i. All timber must then be felled to the proper lead so that logs can be lined out without turning and damaging the ground and young trees. In areas of concentrated dead timber, stage felling may be required.
- j. Timber must be felled away from watercourses and lakes. Stump heights must be 8 inches or

less on the high side, except where defect or embedded metal dictate otherwise for safety reasons. All timber felling must be confined to the contracted property unless written permission is obtained from the effected property owner to fell and skid timber on an adjoining property.

- k. County requires non-ground based harvesting on parcels where the slopes exceed 50%.  
No tractor roads will be permitted on slopes greater than 40%. All cable yarding operations shall be performed in compliance with the California Forest Practice Rules, Section 954.3.
- l. Bucking and limbing will normally be done before skidding in order to protect the residual stand. Standard product lengths should be the norm for bucking, and this must be accomplished before skidding.
- m. Skidding logs, tops, and slash must be accomplished with minimal damage to the residual stand. The slash and other unusable material may be chipped in place and scattered over the area.
- n. Slash and other tree removal debris must be cleaned up as the tree removal operation proceeds. Slash may be chipped or removed. The primary objective is fire hazard reduction; therefore, the option to lop and scatter must be approved by the County RPF. Cleanup on small parcels may take place after tree removal to avoid different operational groups in conflict with each other on the same area. Safety will be a strong consideration in this situation.
- o. The County RPF or designee will mark damaged green trees concurrently as the operation progresses. Damaged trees may include broken tops, skinups, and trees otherwise damaged to a point where removal is the best option. Removal of trees so marked must be accomplished before erosion control work would be compromised by this removal step.

## **B. Service Requirements**

- 1. The price bid on a Request for Bid, at the time the job is scheduled for performance, shall include all labor, equipment, services, materials and supplies, licenses and permits required to perform Contractor obligations under an accepted job assignment.
- 2. Contractors in default or not in good standing of their Contract or an accepted job assignment, as determined by the County, may:
  - a. Be disallowed from bidding on subsequent job assignments for a period of time.
  - b. Have award of other accepted job assignments revoked.
  - c. Have the Tree Removal Contract cancelled.
  - d. Be removed from the Tree Removal Vendors List.
- 3. All equipment shall be of good commercial quality, in good working order, and meet CAL-OSHA safety, and insurance certification requirements; vehicle code and air quality regulations, and is subject to County approval.
- 4. All equipment shall arrive at jobsite: safety inspected, in good working order and ready to perform.
- 5. All tree removal equipment and vehicles must be serviced in areas where the waste products can be transferred to containers and disposed of in accordance with all standard operating procedures. Filters and waste oil must be disposed of at appropriate disposal sites. All garbage and litter must be cleaned up and taken to a disposal site.
- 6. Contractor's employees, agents, or representatives, charged with performing Contractor

obligations under an accepted job assignment:

- a. Must be trained in their assigned tasks and in the operation and safe handling of the required equipment.
  - b. Must wear safety and protective gear according to CAL-OSHA standards and any applicable laws.
  - c. Shall comply with the California Public Resources Code, including, but not limited to, Sections 4427, 4428, 4442, and 4443 safety requirements related to spark arrestors and firefighting equipment.
  - d. Must restrict smoking to roads and landings.
7. Contractor shall obtain and maintain at all times during the performance of services, all permits and licenses applicable to the work being performed. Work performed for the County shall be in a good and professional manner, subject to the reasonable satisfaction of the County, and subject to the provisions herein.
  8. Contractors shall be responsible for all required traffic control, including, but not limited to: signs; flagging; arrow/message boards; equipment crossings; and supervision of Contractor's personnel.
  9. Contractor shall submit all necessary daily road closure permits to the Hazardous Tree Abatement Office.

**C. Payment Information.** Applicants must complete and sign the Tree Removal Service Schedule form (ATTACHMENT A2 and A3), designating the types of service and areas for which service will be provided for the term of the contract.

At the time a job is scheduled for performance, a Request for Bid will be sent via fax to the applicable Vendors on the Tree Removal Vendors List for the service. At that time, the bid package (including maps) will be available for pick up, job walks shall be scheduled as needed, and service pricing requested for the specific project. The successful bidder will be awarded a contract.

1. Payments. Standard payment terms shall be a minimum of Net 30 days, upon receipt of invoice, however prompt payment cash discount terms will be accepted and evaluated. Applicant shall indicate any prompt payment cash discounts on the Tree Removal Service Schedule (ATTACHMENT A2 and A3). **No late penalties will be charged or paid on payments that exceed this 30-day minimum.**

The County reserves the right to hold in retention 10% of the total value of work performed for projects exceeding \$100,000; and, to retain up to \$10,000 for smaller projects, not to exceed 20% of the total value of work performed. The retention will be held for 35 days following completion of the project. Contractor shall invoice County for release of the retained amount.

The County shall not retain any monies due the Contractor if unconditional releases and waivers from all subcontractors and a certification from the Contractor stating that said subcontractors are the only subcontractors performing work on the project are submitted upon invoice.

The County reserves the right to hold up to 20% of the total value of work performed in retention on projects of any size if Contractor exhibits a history of contract compliance issues, including non-payment of subcontractors.

The actual required retention amount shall be established at the time of contract award.

2. Beginning of work and time of completion. The Contractor shall begin work within the timeframe specified on the Request for Bid and shall diligently prosecute the work to completion before the expiration of the time limit specified after the first working day in the Request for Bid.

3. Contractor is responsible for developing an inventory and assessment of the number of dead, dying and diseased trees within the bid project area. The total number of trees removed must be reported and stated on the invoice submitted to the County.
4. On Large Parcel projects progress payments are permissible. Contractor shall submit periodic invoices for payment on completed work, which will be verified through inspection by the County's RPF. Payment shall be made upon approval of NRCS.
5. Contractor shall provide to the County upon invoice:
  - a. Unconditional release and waivers upon final payment (or conditional release and waivers upon progress payments) from all subcontractors on an accepted job assignment.
  - b. Before and after photographs of an accepted job assignment, which includes the time and date the pictures were taken, and property address represented. Photographs become the property of the County of San Bernardino upon submission.
  - c. Final tree counts of trees felled on project site.

**D. County of San Bernardino Reserves the Right:**

1. In addition to requirements set forth in the contract between the Vendor and the County regarding termination for cause, the County reserves the right to immediately dismiss a Contractor from a job if work is found to be deficient in any manner. In the event of such a dismissal, the Contractor will be notified of such deficiency orally and in writing. The County may allow the Contractor the opportunity to remedy the deficiency within twenty-four (24) hours of such notification, or it may terminate service immediately and offset the cost thereof from any amounts due the Contractor under this Agreement or otherwise.
2. To invoice Contractor for all costs incurred by the County, including assessed fines and or penalties, for Contractor's incorrect or late performance, or non-performance of obligations, under an accepted job assignment. These costs may be offset from any amounts due the Contractor under this Agreement or otherwise.
3. To assess liquidated damages against Contractor for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed in the Request for Bid.
4. To select another bidder should the original award winner, for any reason, be unable to perform on, or is dismissed from, an existing accepted job assignment.
5. To shut down tree removal operations if the County Contract Compliance Officer or County RPF determines that fire conditions or the ability to respond to fires is degraded.
6. To shut down tree removal operations in the event of a safety violation, including unauthorized persons entering the work area.
7. To require payment of prevailing wages if required by law.
8. To require the provision of certified payroll upon invoice.
9. To require Contractor to agree to indemnify, defend and hold harmless the Property Owner from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement; and to add Property Owner as an additional named insured on all Contractor's insurance, except for the Workers' Compensation, and Errors and Omissions and Professional Liability, policies.

- E. Notice of Cancellation.** The County reserves the right to disqualify Vendors or cancel a contract with a seven (7) day written notice of cancellation in the event the Contractor does not start assigned jobs within a reasonable time or takes excessive time to complete a job or the Contractor does not perform services on any particular job in a satisfactory manner.

**F. Award of Contract.** While cost is significant, award of contract will be based upon meeting the needs of the County. At a minimum, award will be based upon the following criteria:

1. Bid Price;
2. Ability to meet bonding and insurance requirements;
3. Performance on all active and completed projects;
4. Inclusion of all proposed subcontractors in the bid forms;
5. Familiarity of site; and,
6. Ability to start and finish the work in a timely manner.

The Contractor's ability to start and finish work in a timely manner is also a factor in bid evaluation and subsequent award.

The County will require a Work Management Plan be submitted by the apparent lowest responsive bidder when said Bidder has:

- § Four (4) or more active projects that are less than 90% complete, or
- § Outstanding work totaling more than \$1,000,000.

The Work Management Plan shall be submitted by the Contractor within two (2) weeks of being notified that they are the apparent low bidder and shall include the following:

- (a) Project statuses,
- (b) Details of outstanding and planned work, including start and completion dates,
- (c) Planned use of subcontractors, and
- (d) Pertinent time related issues beyond the control of Contractor, e.g., delays due to weather and property owner coordination.
- (e) Any special circumstances and/or controlling items of work

The County shall then review the plan for soundness and accept or reject the plan as sufficient evidence that the Contractor can complete the work in a timely manner.

NOTE: The Work Management Plan shall also be used to evaluate Contractor's performance and may be an evaluation factor in the award of future contracts.

#### **IV. APPLICATION SUBMISSION**

**A. Participation.** All interested and qualified tree removal providers are invited to participate in this RFQ. Submission of an application serves as agreement that the Applicant has read and understands this entire RFQ, including all attachments, exhibits, schedules, and addenda (as applicable) and all concerns regarding this RFQ have been satisfied.

**B. Application Format and Presentation.** Applications must be submitted in the format described in this RFQ and prepared in such a way as to provide a straightforward, concise description of ability to satisfy the requirements of this RFQ. Expensive bindings, colored displays, promotional materials, etc., are neither necessary nor desired. Emphasis should be on conformance to the RFQ instructions, responsiveness to the RFQ requirements, and on completeness and clarity of content.

1. Complete. Applications must be complete in all respects as required in this section. An application may not be considered if it is conditional or incomplete.
2. Property of County. All applications and materials submitted become the property of the County and are subject to the "California Public Records Act".

3. **Deadline.** Applications must be received no later than **2:00 PM** on March 17, 2006, thereafter the **deadline specified in Section I, H** apply at:

**County of San Bernardino  
DPW – Hazardous Tree Abatement Operations  
ATTN: Erwin Fogerson, P.E.  
P.O. Box 130 HT, 301 South State Hwy. 173  
Lake Arrowhead, California 92352**

4. **Presentation.**

- a. An original and five (5) bound copies of the written application are required.
- b. The package containing the original and copies must be sealed and marked with the Applicant's name, address, and marked "CONFIDENTIAL – RFQ TREE REMOVAL SERVICES DPW0501".
- c. Applications must be in ink. Erasures and "white-out" are not permitted. Mistakes may be crossed out, corrections typed adjacent and initialed in ink by person signing the application. Please identify all attachments, literature and samples, etc., with your firm name and RFQ Tree Removal Services DPW0501.
- d. Applications must be verified before submission as they cannot be withdrawn or corrected after being opened. The County will not be responsible for errors or omissions on the part of Applicants in preparing their applications. A responsible officer or employee must sign applications.

5. **Format.** Response to this Request for Qualifications (Applications) must be submitted in the following format (please see Section VII, Application Package Checklist):

- a. ***Cover Page.*** The cover page should be a letter, on company letterhead, signed by a duly authorized officer, employee, or agent of the organization/firm submitting the application that must include the following information:
  - 1) A statement that the application is submitted in response to the RFQ Tree Removal Services DPW0501.
  - 2) A statement indicating which individuals, by name, title, address, and telephone number are authorized to negotiate with the County on behalf of the organization/firm.
  - 3) The names, addresses, and telephone numbers of 3 business references (those for whom you performed work).
  - 4) A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit applications on behalf of the organization/firm.
  - 5) A copy of a valid business license (or other proof of valid business) in the name of the Applicant.
- b. ***Tree Removal Service Application Package*** cover page (ATTACHMENT A1).
- c. ***Tree Removal Service Schedule*** (ATTACHMENT A2 and A3), completed and signed.
  - 1) Applicants must explain any assumptions and/or constraints.
  - 2) Applicants must explain any additional charges and/or fees in the application.
  - 3) Applicants must explain any prompt payment cash discounts.
- d. ***Subcontractor list*** (Attachment A-4)
- e. ***List of Former County Officials*** (Attachment A-5)
- f. ***County Advisory*** (Attachment A-6)

## **V. APPLICATION EVALUATION AND SELECTION**

- A. Evaluation Process.** All applications will be subject to a standard review process developed by the



County. A primary consideration shall be the effectiveness of the Applicant in the delivery of comparable or related services based on demonstrated performance as determined by reference checks and other information in the possession of or accessible to the County. The evaluation will be based on the written application as submitted, but may include a site visit to the Applicant.

**B. Evaluation Criteria.**

1. Initial Review. All applications will be initially evaluated to determine if they meet the following requirements:

- a. Minimum Applicant Requirements as outlined in Section I, D of this RFQ.
- b. Complete application, compliant with all the requirements of Section IV, B of this RFQ.

Failure to meet all of these requirements may result in a rejected application. No application shall be rejected, however, if it contains a minor irregularity, defect or variation, or if the irregularity, defect or variation is considered by the County to be immaterial or inconsequential. In such cases, the Applicant will be notified of the deficiency in the application and given an opportunity to correct the irregularity, defect or variation or the County may elect to waive the deficiency and accept the application.

2. Technical Review. Applications meeting the above requirements will be evaluated on the basis of the following criteria:

- a. Ability to provide services noted in the Tree Removal Service Schedule (ATTACHMENT A2 and A3) to a wide area and in a timely manner. This includes, but is not limited to, providing sufficient personnel, required licenses, permits, and equipment.
- b. Services must meet specifications identified in Section III of this RFQ and on the Tree Removal Service Schedule (ATTACHMENT A2 and A3).

3. Award of Contract. Award of a Contract will be based on a competitive selection of responsive, responsible bids received in response to a Request for Bid and may or may not be on an all or nothing basis. The County reserves the option to make award(s) as it deems to be in the best interest of the County.

The contents of the application and Request for Bid response of the successful Vendor will become contractual obligations and failure to accept these obligations in a contractual agreement may result in cancellation of the award.

- C. Procedural and Award Disputes.** In the event a dispute arises concerning the application process prior to award of the contract, the party wishing resolution of the dispute shall submit a request in writing to the Director of Public Works or designee, within ten (10) calendar days of notification of non-selection.

Grounds for a protest are that the County failed to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments; there has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq.; or violation of State or Federal law. Protests will not be accepted on any other grounds. In the event of a protest, a panel designated by the Director of the Department of Public Works or designee will handle all protests.

The Director of the Department of Public Works or designee shall consider the request and respond in writing within ten (10) calendar days of receipt of request, or as soon thereafter as such response can be developed, advising of the decision with regard to the protest and the basis for the decision.

All protests must be submitted to:

**County of San Bernardino  
Department of Public Works**

**ATTN: Director of Public Works  
RFQ Tree Removal Services DPW0501  
825 East Third Street  
San Bernardino, California 92415-0835**

- D. Disqualification or Determination of Non-Responsibility.** In the event County staff determines an Applicant or a Contractor is non-responsible or should be disqualified from performing tree removal services for the County, the Director of Public Works will appoint a panel to provide an informal hearing to the Applicant or Contractor. The panel will hear testimony and review documents, make findings of fact and recommendation(s) to the Director of Public Works regarding the disqualification or non-responsibility of the Applicant or Contractor. The Director of Public Works may accept, reject or modify the findings of the panel and take appropriate action with respect to the Applicant or Contractor and its status.

All decisions and action taken by the Director of Public Works will be final.

- E. Misrepresentations.** If in the course of the RFQ process or in the administration of a resulting Contract, the County determines that Vendor or Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Applicant may be terminated from the RFQ process or, in the event a contract has been awarded, the Contract may be immediately terminated, and Vendor removed from the Tree Removal Vendors List.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

**VI. GENERAL AGREEMENT TERMS**

**A. Contract Requirements**

1. Representation of the County. In the performance of the Agreement, Contractor, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.
2. Release of Information. No news press releases, advertisements, public announcements or photographs arising out of this Agreement or Contractor's relationship with County may be made or used without prior written approval of the County.
3. Contractor Primary Contact. The Contractor will designate an individual to serve as the primary point of contact for the Agreement. Contractor or designee must respond to County inquiries within twenty-four (24) hours. Contractor shall not change the primary point of contact without written acknowledgement to the COUNTY. Contractor must supply the County with an emergency 24-hour contact and telephone number.
4. Change of Address. The Contractor shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.
5. Subcontracting. Contractor agrees not to enter into any subcontracting agreements for work contemplated under the Agreement without first obtaining written approval from the County. Any subcontracting shall be subject to the same terms and conditions as Contractor. Contractor shall be fully responsible for the performance and payment of any subcontractor's contract.  
  
The Contractor shall act as the single principal for all service in this contract. This requires a single point of contact representing the Contractor.
6. Agreement Assignability. Without the prior written consent of the County, the agreement is not assignable by Contractor either in whole or in part.
7. Agreement Amendments. Contractor agrees any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract and approved by the required persons at the County.

8. Termination for Convenience. The County for its convenience may terminate this Contract in whole or in part upon seven (7) calendar day's written notice. If such termination is effected, an equitable adjustment in the price provided for in this Agreement shall be made. Such adjustment shall provide for payment to the Contractor for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Contractor shall promptly discontinue services unless the notice directs otherwise.
9. Participation Clause. The County desires that other Department of Public Works Divisions, Special Districts, Municipalities, School Districts, and other Tax Exempt Districts within the County of San Bernardino requiring Tree Removal Services, may at their option and through the County Procurement Agent, avail themselves of the agreement resulting from this proposal. Upon notice, in writing, the Contractor agrees to the extension of the terms of a resultant agreement with such Governmental bodies as though they have been expressly identified in this agreement, with the provision that:
  - a. Such a Governmental body does not have and will not have in force any other contract for like purchases.
  - b. Such a Governmental body does not have under consideration for award any other bids or quotations for like purchases.
  - c. The County will not be liable for any such purchases made between the Contractor and another Governmental body that avail themselves of this agreement.
10. Attorney Fees and Costs. If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorneys' fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorneys' fees directly arising from a third-party legal action against a party hereto and payable under Sec. VI, B1, INDEMNIFICATION.
11. Venue. The venue of any action or claim brought by any party to this Agreement will be the Central District Court of San Bernardino County. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Agreement is brought by any third-party, the parties hereto agree to use their best efforts to obtain a change of venue to the Central District Court of San Bernardino County.
12. Jury Trial Waiver. Contractor and County hereby waive their respective rights to trial by jury for any cause of action, claim, counterclaim, or cross-complaint in any action, proceeding, and/or hearing brought by either Contractor against County or County against Contractor on any matter arising out of, or in any way connected with this Agreement, the relationship of Contractor and County, or any claim of injury or damage, or the enforcement of any remedy under any law, statute, or regulation, emergency or otherwise, now or hereafter in effect.
13. Licenses and Permits. Contractor shall ensure that it has all necessary licenses and permits required by Federal, State, County, and municipal laws, ordinances, rules and regulations, including Air Quality Management District rulings. The Contractor shall maintain these licenses and permits in effect for the duration of this Agreement. Contractor will notify County immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of this Agreement.
14. Labor Laws. Contractor shall strictly adhere to the applicable provisions of the Labor Code regarding: the employment of apprentices; minimum wages; travel and subsistence pay; retention and inspection of payroll records; workers compensation; payment of wages. The Contractor shall forfeit to the County the penalties prescribed in the Labor Code for violations.
15. Equal Employment Opportunity Program. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, Title VII of the Civil Rights Act of 1964, the California Fair Housing and Employment Act, County Policy and other applicable federal, state and County laws, regulations and policies relating to equal employment and contracting opportunities, including

laws and regulations hereafter enacted.

16. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under this Agreement, the Contractor shall notify the County immediately via telephone, and in writing within one (1) working day.
17. Conflict of Interest. Proposer shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of this contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of this contract or shall have any relationship to the Proposer or officer or employee of the Proposer.
18. Former County Officials. Contractor must provide information on former County of San Bernardino Administrative officials (as defined below) who are employed by or represent your business. The information provided must include a list of former County Administrative Officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of your business. For purposes of this section, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

Failure to provide this information may result in the response to the request for proposal being deemed non-responsive.

19. Drug and Alcohol-Free Workplace. In recognition of individual rights to work in a safe, healthful and productive work place; as a material condition of this agreement, the Contractor agrees that the Contractor and the Contractor's employees, while performing service for the County, on County or private property, or while operating equipment:
  - Shall not be in any way impaired because of being under the influence of alcohol or a drug.
  - Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal drug.
  - Shall not sell, offer, or provide alcohol or a drug to another person.

This shall not be applicable to a Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Contractor shall inform all employees that are performing service for the County on County or private property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

20. Inaccuracies or Misrepresentations. If in the course of the RFQ process or in the administration of a resulting Contract, the County determines that Contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, Contractor may be terminated from the RFQ process or in the event a Agreement has been awarded, the Agreement may be immediately terminated and the Vendor removed from the Vendor List.

In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

21. Improper Consideration. Proposer shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel

or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding the award of this proposal.

The County, by written notice, may immediately terminate any Contract resulting from this proposal process if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once an Agreement has been awarded.

Proposer shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Proposer. The report shall be made to the supervisor or manager charged with supervision of the employee or to the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

22. Disclosure of Criminal and Civil Proceedings. The County reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award or contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision, "key employees" includes any individuals providing direct service to the county. "Key employees" do not include clerical personnel providing service at the firm's office or locations.

23. Recycled Paper Products. The County has adopted a recycled product purchasing standards policy (11-10), which requires contractors to use recycled paper for proposals and for any printed or photocopied material created as a result of a contract with the County. The policy also requires Contractors to use both sides of paper sheets for reports submitted to the County whenever practicable.
24. Right to Monitor and Audit. The County, State and/or Federal government shall have absolute right to monitor the performance of Contractor in the delivery of services provided under this Agreement. Contractor shall give full cooperation, in any auditing or monitoring conducted. Contractor shall cooperate with the County in the implementation, monitoring and evaluation of

this agreement, including complying with orders, directives, and advisories issued by the Safety Advisory Program; and, with any and all reporting requirements established by the County.

25. Availability of Records. All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County, Federal and State representatives for a period of three years after final payment under the Agreement or until all pending County, State and Federal audits are completed, whichever is later.

**B. Indemnification and Insurance Requirements**

1. Indemnification. The Contractor agrees to indemnify, defend and hold harmless the County and its authorized officers, employees, agents, volunteers and property owner's from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim therefore, except where such indemnification is prohibited by law.
2. Insurance. Without in any way affecting the indemnity herein provided and in addition thereto, the Contractor shall secure and maintain throughout the Agreement the following types of insurance with limits as shown:

- a. ***Workers' Compensation*** – A program of Workers' Compensation insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement

**If Contractor has no employees, it may certify or warrant to County that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Risk Manager.**

With respect to Contractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance. If the County's Risk Manager determines that there is no reasonably priced coverage for volunteers, evidence of participation in a volunteer insurance program may be substituted.

- b. ***Comprehensive General and Automobile Liability Insurance*** – The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property coverage with combined single limits of not less than one million dollars (\$1,000,000.00) per occurrence and a three million dollar (\$3,000,000.00) aggregate. The policy shall also include:
  - 1) Premises operations and mobile equipment,
  - 2) Products and completed operations,
  - 3) Broad Form property damage,
  - 4) Contractual liability.
- c. ***Logger's Broad Form Insurance*** – This policy shall have a limit not less than one million dollars (\$1,000,000)

- C. **Additional Insured.** All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and San Bernardino County Flood Control District and its officers, employees, agents and volunteers as additional insured with respect to liabilities arising out of the performance of services hereunder.

- D. **Waiver of Subrogation Rights.** The Contractor shall require the carriers of the above-required coverage's to waive all rights of subrogation against the County, its officers, employees, agents,

volunteers, vendors, and subcontractor.

- E. Policies Primary and Non-Contributory.** All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.
- F. Proof of Coverage.** The Contractor shall immediately furnish certificates of insurance to the County Department administering the Agreement evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department. Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.
- G. Insurance Review.** The above insurance requirements are subject to periodic review by the County. The County's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of the County. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against the County, inflation, or any other item reasonably related to the County's risk.

Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

## VII. APPLICATION PACKAGE

<u>Item</u>	<u>APPLICATION Checklist Description</u> as per Sec. IV, B, 5a, Page 16	<u>Included</u>
1	Cover Page with copy of Business License	
2	Tree Removal Service Application Package cover page (ATTACHMENT A-1)	
3	Tree Removal Service Schedule (ATTACHMENT A-2 and A-3)	
4	Subcontractor list (ATTACHMENT A-4)	
5	List of Former County Officials (ATTACHMENT A-5)	
6	County Vendor Advisory (ATTACHMENT A-6)	

Applicant must submit an original and five (5) bound copies of the response to the request for qualifications (as per Sec. IV, B, 4a, Page 16).

\*\*\* END OF THIS SECTION \*\*\*

# TREE REMOVAL SERVICE APPLICATION PACKAGE

Vendor Information:    ☐ Corporation    ☐ Partnership    ☐ Sole Proprietorship

Vendor Name:

Federal Tax ID:

Owner Name &

(Required if sole proprietorship)

Telephone No.:

Contact Name

Telephone No.:

Fax No.:

24-Hour Information

Contact Name:

Telephone No.:

Licensed Timber  
Operator A License  
Number\*\*:

\*\* Required for Large Parcel Contractors

Expiration Date:

Limited Timber  
Operator B License  
Number:

Expiration Date:

California Contractor's  
License Number:

Expiration Date:

Mailing Address:

Remittance  
Address:



# TREE REMOVAL SERVICE SCHEDULE

Type or write "X" in the applicable boxes specifying the services and areas for which Vendor is willing to bid as jobs are scheduled.

		TREE REMOVAL SERVICES		
(Noted communities are generalized locations)		<b>Large Parcels</b> Minimum License Required: LTO A	<b>Residential Blocks</b> Minimum License Required: California Contractor's License C61/D49, Limited TO B	<b>Emergency 24-Hour Removals</b> Either LTO A, Limited Timber Operator B, or California Contractor's License C61/D49
<b>A R E A S</b>	<b>Big Bear</b> (City of Big Bear Lake, Fawn Skin, Sugar Loaf, Erwin Lake Moonridge)			
	<b>Crestline</b> (Lake Gregory, San Moritz, Valley of Enchantment)			
	<b>Forest Falls / Angeles Oaks</b>			
	<b>Lake Arrowhead</b> (Twin Peaks, Rim Forest, Agua Fria)			
	<b>Lytle Creek</b>			
	<b>Mt. Baldy</b>			
	<b>Oak Glen</b>			
	<b>Running Springs</b> (Arrowbear, Green Valley Lake, Fredalba, Smiley Park)			
	<b>Wrightwood</b>			

**Explanations:**

_____	_____	_____
<i>Authorized Signature</i>	<i>Print Name</i>	<i>Date</i>

## TREE REMOVAL SERVICE SCHEDULE

Please complete this form, attaching documentation and additional sheets, as needed.

1. Please list certifications related to the work required for this RFQ and maintained by your company. Include a copy of a current State Contractor's License and or Tree Service License (Sec. I, D3), as applicable to the service provided.
  
2. Please give up to 3 significant incident histories of work, similar to that required for this RFQ, performed by your company, include incident locations, circumstances, dates and times, remedies, and costs.
  
3. Please list available personnel able to perform work required for this RFQ, include applicable training, licensing, and certifications.
  
4. Please provide information regarding the bonding of your company, including the bonding company and applicable limits.

---

*Authorized Signer*

---

*Print Name*

---

*Date*

# SUBCONTRACTOR LIST

## BIDDER

The bidder shall complete the following information.

### SUBCONTRACTORS LIST

Name: \*\* Fed. ID: Item(s) #: \_\_\_\_\_

Business Location: \*\* % (s): \_\_\_\_\_

Telephone: ( ) Amount: \$ \_\_\_\_\_

License #: Description of Work: \_\_\_\_\_

Name: \*\* Fed. ID: Item(s) #: \_\_\_\_\_

Business Location: \*\* % (s): \_\_\_\_\_

Telephone: ( ) Amount: \$ \_\_\_\_\_

License #: Description of Work: \_\_\_\_\_

Name: \*\* Fed. ID: Item(s) #: \_\_\_\_\_

Business Location: \*\* % (s): \_\_\_\_\_

Telephone: ( ) Amount: \$ \_\_\_\_\_

License #: Description of Work: \_\_\_\_\_

Name: \*\* Fed. ID: Item(s) #: \_\_\_\_\_

Business Location: \*\* % (s): \_\_\_\_\_

Telephone: ( ) Amount: \$ \_\_\_\_\_

License #: Description of Work: \_\_\_\_\_

Name: \*\* Fed. ID: Item(s) #: \_\_\_\_\_

Business Location: \*\* % (s): \_\_\_\_\_

Telephone: ( ) Amount: \$ \_\_\_\_\_

License #: Description of Work: \_\_\_\_\_

**\*\* Name and Business Location are required.**

(Make additional copies of this form if needed)

# LIST OF FORMER COUNTY OFFICIALS

**INSTRUCTIONS:** List the full name of the former County Administrative Official, the title/description of the Official's last position with the County, the date the Official terminated County employment, the Official's current employment and/or representative capacity with the Contractor, the date the Official entered Contractor's employment and/or representation.

**OFFICIAL'S NAME:**

**REQUIRED INFORMATION**

*Authorized*  
*Signer* \_\_\_\_\_ *Date* \_\_\_\_\_

*Print*  
*Name* \_\_\_\_\_

# DEPARTMENT OF PUBLIC WORKS

HAZARDOUS TREE REMOVAL OPERATIONS

COUNTY OF SAN BERNARDINO  
PUBLIC AND SUPPORT  
SERVICES GROUP



(909) 867-1240 Fax: (909) 867-1259  
825 E. Third Street, Rm. 101  
Mailing Address:  
PO Box 130 HT  
Lake Arrowhead, CA 92352

PATRICK J. MEAD  
Director of Public Works

## IMMEDIATE ADVISORY

February 13, 2006

To County Vendors:

Please be advised that the following course of action shall be implemented on all County, NRCS funded, Tree Removal Projects:

1. Safety – Contractor is responsible for the safety of every person in their work area. Any person who has NOT gone through the site-specific daily safety briefing and/or who is not under the direct supervision of the Site Operations Supervisor is NOT allowed in the work area, with the exception of County Contract Compliance Officers, Department of Public Works Employees, NRCS Officials, Foresters or Fire Officials. Unauthorized entry into the work area is considered a safety violation.  
  
If an unauthorized individual enters a work area, the Contractor is authorized to:
  - a. Shut down operation if the individual is directed but refuses to leave.
  - b. Call the Sheriff's Department (911) and the Hazardous Tree Removal Operations at (909) 867-1240 immediately. A Contract Compliance Officer and a Sheriff's Deputy shall be dispatched and the violator can be investigated and/or arrested.
2. Trespass Violations – The County has obtained a written authorization from the property owner or a Court Ordered Abatement Warrant for the Authorized Contractor to be on the property. No other person is permitted onto the property without written permission from the County.
3. Presentation of Documents – Contractors are only required to provide documentation showing authorization to perform the work to uniformed and identified government agency representatives upon request. County agents will not request Social Security cards from Contractor's employees in the field. Any person falsely representing themselves as a legal authority shall be subject to investigation, and possible legal action and arrest.
4. Notification of Violations – Contractor should submit in writing on Company Letterhead all complaints regarding any issues of Safety, Trespass or Harassment Violations on Tree Removal Projects to the Hazardous Tree Removal Operations office.
5. Remedy – In the event that a County Vendor or other person causes a safety hazard, trespasses or causes unauthorized delay of work on a Contractor's Tree Removal project, the County may:
  - Remove the Vendor from the County Tree Removal project and Qualified Vendor list;
  - Request criminal investigation and/or arrest of the offender; and/or
  - Hold Vendor or person liable for monetary damages for costs incurred by the County for hindrance to project.
6. Contractor must maintain a copy of this Advisory on tree removal project sites.
7. Contractor shall sign, date and return a copy of this Advisory to the Hazardous Tree Removal Operations office as attachment A-6 of the RFQ and upon request.

Please contact our office if you have any questions regarding these issues.

  
Patrick Mead, Director

By signing below, Vendor is acknowledging receipt of this Advisory and agreeing to its terms.

Contractor Name: \_\_\_\_\_  
Please Print

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_